

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT										
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY										
CONVEYING PARTY DATA											
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 50%;">Name</th> <th style="width: 25%;">Formerly</th> <th style="width: 25%;">Execution Date</th> <th style="width: 25%;">Entity Type</th> </tr> <tr> <td>Delaware Street Capital Master Fund, L.P., as Agent</td> <td></td> <td>05/01/2006</td> <td>LIMITED PARTNERSHIP:</td> </tr> </table>	Name	Formerly	Execution Date	Entity Type	Delaware Street Capital Master Fund, L.P., as Agent		05/01/2006	LIMITED PARTNERSHIP:			
Name	Formerly	Execution Date	Entity Type								
Delaware Street Capital Master Fund, L.P., as Agent		05/01/2006	LIMITED PARTNERSHIP:								
RECEIVING PARTY DATA											
Name:	Harry London Candies, Inc.										
Street Address:	5353 Lauby Road										
City:	North Canton										
State/Country:	OHIO										
Postal Code:	44720										
Entity Type:	CORPORATION: OHIO										
PROPERTY NUMBERS Total: 12											
Property Type	Number	Word Mark									
Registration Number:	1918956	COOKIE JOYS									
Registration Number:	1823041	HARRY LONDON									
Registration Number:	1309265	PRETZEL JOYS									
Registration Number:	1925686	HOT LIPS									
Registration Number:	1927891	MOCHA SELTS									
Registration Number:	2058089	HEARTLAND									
Registration Number:	2062014	HEARTLAND CHOCOLATES									
Registration Number:	2117089	TRUFFLE FONDUE									
Registration Number:	2392222	ZEN AND THE ART OF CHOCOLATE									
Registration Number:	1346592	THE PEOPLE BISCUIT									
Serial Number:	76627587	CRISPIE JOYS									
Serial Number:	78654921	TRUFFLE FONDUE									
CORRESPONDENCE DATA											

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TRADEMARK
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Correspondent Name: Corporation Service Company

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Address Line 2: Attn: Jean Paterson

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	736952
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	09/26/2008

Total Attachments: 5

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RELEASE OF SECURITY INTERESTS IN TRADEMARKS

THIS RELEASE OF SECURITY INTERESTS IN TRADEMARKS (this "Release") is made as of May 1, 2006 ("Effective Date") by and among HARRY LONDON CANDIES, INC., an Ohio corporation (the "Grantor"), and DELAWARE STREET CAPITAL MASTER FUND, L.P. (assignee of JPMorgan Chase Bank, N.A., as successor by merger to Bank One, NA ("JPMorgan")), as agent ("Grantee") for the Lenders (as defined below).

WHEREAS, the Grantor entered into that Credit Agreement dated as of August 5, 2003 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, certain affiliates of the Grantor, the financial institutions from time to time party thereto (the "Prior Lenders") and JPMorgan, pursuant to which the Prior Lenders provided loans and other financial accommodations to the Grantor;

WHEREAS, pursuant to the terms of a Trademark Security Agreement dated as of August 5, 2003 (as the same was amended, restated, supplemented or otherwise modified from time to time to July 6, 2005, the "Original Trademark Security Agreement"), by and between the Grantor and JPMorgan, the Grantor granted to JPMorgan, for the benefit of JPMorgan and the Prior Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of the Grantor in, to and under all of the following: (a) all trademarks (including service marks), trade names, trade dress, and trade styles and the registrations and applications for registration thereof and the goodwill of the business symbolized by the foregoing; (b) all licenses of the foregoing, whether as licensee or licensor; (c) all renewals of the foregoing; (d) all income, royalties, damages, and payments now or hereafter due or payable with respect thereto, including, without limitation, damages, claims, and payments for past and future infringements thereof; (e) all rights to sue for past, present, and future infringements of the foregoing, including the right to settle suits involving claims and demands for royalties owing; and (f) all rights corresponding to any of the foregoing throughout the world (collectively, the "Trademarks," all of which are listed on Schedule A attached hereto), and all proceeds thereof, to secure the payment of the "Secured Obligations" (as defined in the Credit Agreement);

WHEREAS, JPMorgan assigned to the Grantee all of its right, title and interest in and all of its rights and obligations under the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement) including, without limitation, each and every security interest in and lien on the assets of the Grantor granted to JPMorgan under the Loan Documents including, without limitation, the Original Trademark Security Agreement (the "Assignment and Assumption"), pursuant to that certain Assignment, Assumption, Payoff and Reaffirmation Agreement (as amended and restated, supplemented or otherwise modified from time to time, the "Assignment Agreement"), dated as of July 6, 2005, by and among the Prior Agent, the Prior Lenders, Chase Equipment Leasing Inc., the Grantor, certain affiliates of the Grantor and the Grantee (pursuant to which the Grantee was deemed to be a Lender (as defined in the Credit Agreement) under the Credit Agreement);

WHEREAS, simultaneously with the execution of the Assignment Agreement, the Grantee desired to amend and restate the Original Trademark Security Agreement such that the Grantor and the Grantee entered into that certain Amended and Restated Trademark Security Agreement dated as of July 6, 2005 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Trademark Security Agreement");

WHEREAS, pursuant to that certain Assignment and Assumption of Trademark Security Agreement dated as of March 10, 2006, but effective as of July 6, 2005 (the "Assignment and Assumption of Trademark Security Agreement"), Grantor, among other things, (a) acknowledged the Assignment and Assumption by Grantee of all of JPMorgan's right, title and interest in the Original Trademark Security Agreement and (b) acknowledged its entry into the Trademark Security Agreement pursuant to which the Grantor (i) reaffirmed and ratified its grant of security interest in the Trademarks to the Grantee (as assignee of JPMorgan) under the Original Trademark Security Agreement and (ii) granted to the Grantee a first-priority security interest in all of its right, title, and interest in and to the Trademarks to secure the Secured Obligations;

WHEREAS, Grantor acquired additional Trademarks (which are also listed on Schedule A attached hereto) and Grantor and Grantee entered into that certain Trademark Security Agreement dated as of March 28, 2006, but effective as of July 6, 2005 (the "Second Trademark Security Agreement"); and

WHEREAS, Grantor has paid all of its outstanding indebtedness and other obligations to Grantee and Lenders.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantee hereby terminates the Original Trademark Security Agreement, the Trademark Security Agreement, the Assignment and Assumption of Trademark Security Agreement and the Second Trademark Security Agreement, and hereby terminates, cancels and releases any and all security interests it has against the Trademarks.

Grantee shall, at Grantor's expense, execute and deliver to Grantor such further filings and releases as Grantor may reasonably request to more fully and effectively effectuate the purposes of this Release.

* * * * *

IN WITNESS WHEREOF, Grantee has caused this Release to be executed by its duly authorized representative as of the Effective Date.

DELAWARE STREET CAPITAL MASTER FUND, L.P., as Agent

By: _____

Name: _____

Title: _____

Gary V. [unclear]
Director

[Signature Page to Release of Security Interests in Trademarks]

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>MARK</u>	<u>COUNTRY</u>	<u>APP./REG. NO.</u>	<u>APP./REG. DATE</u>	<u>STATUS</u>
COOKIE JOYS	U.S.	1,918,956	09/12/95	Registered
HARRY LONDON	U.S.	1,823,041	02/22/94	Registered
PRETZEL JOYS	U.S.	1,309,265	12/11/84	Registered
HOT LIPS	U.S.	1,925,686	10/10/95	Registered
MOCHA SELTS	U.S.	1,927,891	10/17/95	Registered
HEARTLAND	U.S.	2,058,089	04/29/97	Registered
HEARTLAND CHOCOLATES	U.S.	2,062,014	05/13/97	Registered
TRUFFLE FONDUE	U.S.	2,117,089	11/25/97	Registered
ZEN AND THE ART OF CHOCOLATE	U.S.	2,392,222	10/03/00	Registered
THE PEOPLE BISCUIT	U.S.	1,346,592	07/02/85	Registered
CRISPIE JOYS	U.S.	76/627,587	01/11/05	Pending
TRUFFLE FONDUE	U.S.	78/654,921	06/28/05	Pending